

4/86
1 BILL NO. S-78-09- 06

2 SPECIAL ORDINANCE NO. S- 159-78

3 AN ORDINANCE approving an Agreement to
4 purchase Real Estate from David Hartman
for Neighborhood Care, Inc.

5
6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
7 INDIANA:

8 SECTION 1. That the Agreement to purchase Real Estate dated
9 August 21, 1978, between the City of Fort Wayne, by and through its Mayor
10 and Neighborhood Care, Inc., and David Hartman, for:

11 Lot 120, except NW corner, Drexel Addition
12 for the total cost of \$5,000.00, all as more particularly set forth in
13 said agreement which is on file in the Office of Neighborhood Care, Inc.,
14 and is by reference incorporated herein, made a part hereof and is hereby
15 in all things ratified, confirmed and approved.

16 SECTION 2. That this Ordinance shall be in full force and effect
17 from and after its passage and approval by the Mayor.

18
19
20
21 
22 Councilman

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28 APPROVED AS TO FORM
29 AND LEGALITY, _____

30 
31 CITY ATTORNEY
32

Read the first time in full and on motion by Hunga, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 9-12-78

Charles W. Whitman
CITY CLERK

Read the third time in full and on motion by Hunga, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	_____	_____

DATE: 9-26-78

Charles W. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. L-159-78 on the 26th day of September, 1978.
ATTEST: (SEAL)

Charles W. Whitman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of September, 1978 at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Whitman
CITY CLERK

Approved and signed by me this 28th day of September, 1978, at the hour of 10 o'clock _____ M., E.S.T.

Robert Elmhurst
MAYOR

Bill No. S-78-09-06

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving an Agreement to purchase Real Estate from David Hartman for
Neighborhood Care, Inc.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

VIVIAN G. SCHMIDT - VICE CHAIRMAN

JOHN NUCKOLS

PAUL M. BURNS

FREDRICK R. HUNTER

William T. Hinga
Vivian G. Schmidt
John Nuckols

9-26-78
DATE 9-26-78 CONFERENCE
CHARLES W. WESTERMAN, CITY CLERK

APPRAISAL REVIEW SUMMARY SHEET

TYPE OF IMPROVEMENT:

~~DUPLEX~~

SINGLE

~~TRIPLEX~~

APPRAISERS:

Adams

Bill

MARKET DATA APPROACH:

COMPARABLES

3

3

VALUE INDICATED

5900

8500

FINAL VALUE ESTIMATE:

LAND

610

IMPROVEMENTS

6590

TOTAL

7200

The reviewer has averaged the two values of the appraisers. His recommended or suggested purchase price is \$ 7200.

August 21, 1978

(DATE)

Harold Lewis

Real Estate Specialist

LAND ACQUISITION STATEMENT

Your property (s) has been appraised by two independent appraisers to determine a just and reasonable price for acquisition. At that time, you or your designated representative were given the opportunity to accompany each appraiser during his inspection in order that all facts may be known for preparation of fair appraisals.

Neighborhood Care, Inc. will make every reasonable effort to acquire real property quickly and by negotiated sale. Just compensation for all property interests acquired shall be paid and acquisition activities shall be conducted in a manner that minimizes hardships to owners and tenants. All owners and tenants can be assured of consistent treatment.

Just compensation for each property is determined by Neighborhood Care, Inc. and is established by the average of the two appraisals. The amount of just compensation that will be offered to you at the time of acquisition and confirmed in writing, will not be less than approved appraisal of the fair market value.

If you, as owner, feel that Neighborhood Care Inc.'s offer does not represent the true value of your property, you can refuse to accept it. It will then be your responsibility to present evidence that there should be a change in the offering price.

Any outstanding loans and liens on the property must be paid prior to or at the time of settlement. Our representative will discuss these arrangements with you at the time of negotiations.

If you should have any questions regarding these or any other matters, please feel free to contact Neighborhood Care, Inc., 8th Floor, City/County Building or call 423-7431. The office is open from 7:30 A.M. to 4:30 P.M., Monday through Friday, during the summer months and reverting back to 8:00 A.M. to 5:00 P.M. in September.



THE CITY OF FORT WAYNE

COMMUNITY DEVELOPMENT & PLANNING
division of neighborhood care

August 21, 1978

Mr. David Hartman
Rt # 2
South Whitley, Ind. 46787

Dear Mr. Hartman,

This is to confirm our meeting on 8-1-78 in regards to your property at 3101 Oliver, which we intend to acquire.

Neighborhood Care, Inc. wishes to purchase the above mentioned property for a sum of \$7200.

Your attention is directed to the fact that Neighborhood Care, Inc. has made a most conscientious effort to establish the fair market value of the property. To do this, two separate and independent appraisals have been made by highly qualified appraisers. Each appraisal report has been carefully reviewed and the property inspected by members of Neighborhood Care, after which, a price was then established in accordance with state statutes by taking the average of the two appraisals. Enclosed, for your information, is a summary statement of the basis for the amount established as just compensation for your property.

Only after all these steps have been taken, can we offer a purchase price to you or any other property owner. In carrying out this project, it is the policy of Neighborhood Care, Inc. to make a direct offer of the maximum approved price to every property owner without preliminary negotiations or any sort of bargaining. This policy is based on the belief that every property owner should receive no less than full fair market value for his holdings.

Should you find our offer acceptable, it is requested that both copies of the two enclosed Agreement to Purchase Real Estate be executed by the appropriate individuals indicated and returned to this office as soon as possible. Once this option has been approved by the Board of Directors of Neighborhood Care, Inc., a copy will be forwarded to you for your records and a closing can be arranged. If, however, our offer does not prove acceptable, it would be appreciated if you would advise us in writing, on or before 8-28-78.

Sincerely,

Ethel E. Watson
Ethel E. Watson
Director

*Paul M.
Dofk
8/21/78*





GEORGE J. ADAMS • Appraisals

6211 ARAGON DR. • 489-5180 • FORT WAYNE, INDIANA 46818

July 10, 1978

Mr. Harold Lewis
Neighborhood Care Inc.
880 City/County Building
One Main Street
Fort Wayne, IN 46802

Re; Appraisal of 3101 Oliver Street

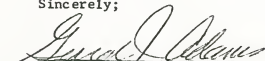
Dear Mr. Lewis;

Pursuant to your request, I have personally inspected the site located at 3101 Oliver Street, Fort Wayne, IN.

Having made an analysis of matters considered pertinent to estimating fair market value, I enclose herein the results of that estimate.

Please call with all questions.

Sincerely;


George J. Adams-Appraiser



GEORGE J. ADAMS • Appraisals

6211 ARAGON DR. • 489-5180 • FORT WAYNE, INDIANA 46818

REPORT OF APPRAISAL

MADE FOR Neighborhood Care Inc. 880 Coty/County Building, Fort Wayne, IN

LOCATION: 3101 Oliver Street, Fort Wayne, IN

LEGAL DESCRIPTION: Lot #120, Drexel Park Addition

PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property in fee simple as of this date.

"Market Value is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used."

OPINION OF VALUE

Appraised Value — Land	\$	<u>300.00</u>
Appraised Value — Improvements	\$	<u>5600.00</u>
Estimated Fair Market Value	\$	<u>5900.00</u>

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. It is assumed that the legal description furnished is correct and that the title to the real estate is good and merchantable. Existing liens and encumbrances, if any, have been disregarded in this appraisal, and the property has been appraised as though free and clear.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

Possession of this report does not carry with it the right of publication nor may it be used for any purpose by any one except to whom it is addressed except with the previous written consent of the appraiser and the client. The appraiser shall not be required to give testimony or to appear in any Court by reason of this appraisal without previous arrangements having been made therefor.

CERTIFICATION

I hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors affecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property.

DATE 7/10/78


George J. Adams-Appraiser

NEIGHBORHOOD DATA;

The subject neighborhood is located approximately 3100 South and 1200 East of the center of the City of Fort Wayne, IN

Schools, Churches, Shopping and service facilities are available to the area and for the most part are located outside of the immediate area, but convenience to most is relatively good.

All City facilities, public walks, concrete curbs, improved streets and storm sewers are present and available to the area.

The neighborhood is zoned predominately residential and is thus composed chiefly of older, single family residences of frame construction. Average age is approximately 50 years.

The Real Estate market appears very weak and slow. Demand is very low & inventory exceeds demand. These conditions reflect detrimentally on value.

ASSESSED VALUATION AND TAXES;

The subject is currently assessed at \$450 for the land and \$1550 for the improvements. The current tax rate for Wayne Township is \$10.569. Thus the tax expense for the subject would be \$211.38, not considering exemptions or adjustments. Although appearing high in relation to value, these taxes are typical for the area and have no adverse affect on value.

DESCRIPTION OF PROPERTY;

The subject comprises a rectangular parcel of land. The site has a frontage along Oliver Street of 31 feet and a depth of 123 feet. A utility and alley easement provides the rear property line. These easements are typical for the area and exert no detrimental influence on value.

The subject consist of one building which is a frame constructed single family residence constructed over a partial basement and crawl space. Exterior is of good asbestos shingle siding and asphalt shingle roofing. Asphalt roofing shows evidence of minimal remaining life. Age of the dwelling is approximately 58 years and condition is generally fair with some areas reflecting poor condition. The improved living area comprises 1424 square feet.

Foundation is of concrete block construction. Condition appears relatively good. Basement area comprises approximately 20% of the total foundation area. Minimal size of basement appears functionally deficient and commands only minimal value.

Floor plan of the subject is relatively good but functionalability is impaired by minimally equipped kitchen and up stairway located off one bedroom.

Electrical system appears partially updated but much wiring appears as original with considerable age and some deficiencies

Plumbing system appears mostly of original galvanized piping, reflecting considerable age and some deficiencies.

Heating system appears as relatively young and modern gas forced air variety. Poor appearance brings properoperating and functioning ability into suspect.

Weak market, functional disabilities and age and deterioration combine to create a severe loss in value.

ESTIMATE OF VALUE BY THE MARKET APPROACH;

Market approach is generally defined as that method whereby the subject is compared to recent sales of similar properties, adjusting for those differences considered pertinent to value.

COMPARABLES;

Property	SqFt	Sty	Rms	Brs	Baths	Const	Car	Age Cond	Price	Date	Fin
SUBJECT	1424	1.5	7	3	1	Wd/Fr	-0-	58F	*****		
2803 Reed St.	1344	2	6	3	1	Vyl/Fr	1D	50G	8900	6/78	FHA
2930 Holton St.	1531	2	8	4	2	Wd/Fr	2D	50VG	11400	1/78	VA
3202 Robinwood	1300	2	6	4	1	Wd/Fr	2D	45VG	13900	6/78	FHA

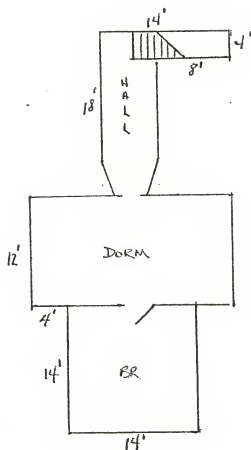
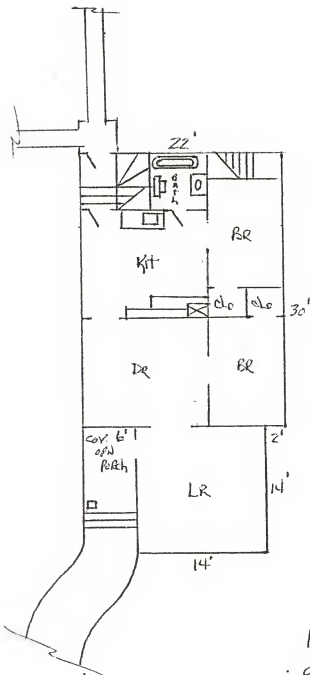
			8900				11400			13900
Size/Rm Count						-	700		+	300
Age/Cond	-		1500			-	2500		-	2000
Time Adj.						+	300			
Financing	-		500			-	800		-	500
Basement Diff	-		500			-	600		-	600
Garage Diff	-		450			-	800		-	900
Porch Diff	-		200						-	500
Fireplace									-	900
Bath Diff						-	500			
Fencing	-		250							
Siding Diff	-		1000						-	900
Land value	-		200			-	200		-	200
SUBJECT			4300				5600			7700

CORRELATION;

All comparables have good similarity to the subject and bracket subject nicely, therefore, giving equal emphasis to all comparables as reflecting a valid indication of value, I am of the opinion that as of July 10, 1978, the fair market value of the subject was;

Fifty Nine Hundred (5900) Dollars

DRAWING

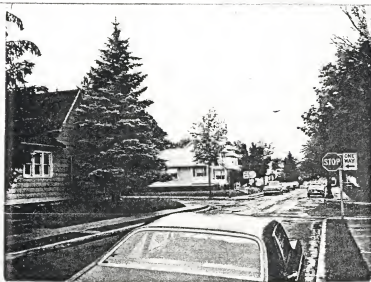
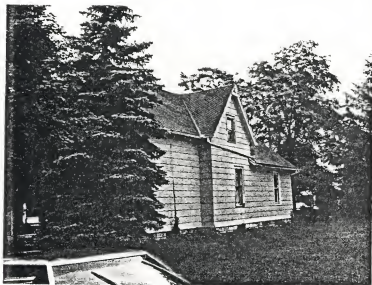


1.5 STORY FRAME STRUCTURE
OVER PARTIAL BASEMENT & CRAWL

TOTAL IMPROVED LIVING AREA

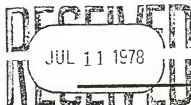
1424'

photo's



TOM BILL

T. L. Bill Real Estate



REAL ESTATE APPRAISEMENT

APPRAISER - REALTOR

FOR
Neighborhood Care Inc
Attn: Harold Lewis

THOMAS L. BILL

PROPERTY IDENTIFICATION

LOCATION:

3101 Oliver, Ft Wayne, Indiana
Title holder: David Hartman

LEGAL DESCRIPTION:

Lot 120 ex NW Corner, Drexel Addition, City of Ft Wayne
Lot Size: T 31, N 123, R 36, S 128

PHYSICAL DESCRIPTION:

2 story frame dwelling containing 1471 sq ft of living area. Six total rooms(LR, DR, K, BR) One full bath. Interior is plaster and in fair condition. Constructed on basement foundation. Basement area is 701 sq ft. Exterior is wood shingle sided and in fair condition. Roof is asphalt shingled and in fair condition. Age is approx 50 years. A 94 sq ft covered porch is attached. Property has no garage. Located on level corner lot 3 ft above street grade.

P.O. Box 5375
Fort Wayne, Indiana 46805

(219) 483-2330

PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property as of this date.

"Market Value" is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used.

OPINION OF VALUE

Appraised Value — Land	\$ 720
Appraised Value — Site Improvements	200
Appraised Value — Improvements	7580
Estimated Market Value	8500

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. Existing liens and encumbrances, if any, have been disregarded and the property has been appraised as though free and clear. It is assumed that the legal description furnished us is correct and that the title to the real estate is good and merchantable.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

The fee for this appraisal does not provide compensation for conference or testimony or attendance in court nor shall this appraiser be required to give testimony or to appear in any court by reason of the appraisal without previous arrangements having been made therefor.

CERTIFICATION

I do hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors affecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal nor the compensation is contingent on the value of the property. The sole compensation for the employment being a fair professional fee.

APPRAISER

DATE July 7, 1978

Thomas L. Bill

COMMENTS: Site improvements and extras(Depreciated Value)

Site improvements \$200
Range and oven 25
Basement 630
Porch 125

Total \$980

ESTIMATED REPLACEMENT COST:

MAIN BUILDING - LIVING AREA	1471	SQ. FT. @ \$	20.72	\$	30479
BASEMENT in extras		SQ. FT. @ \$		\$	
EXTRAS see above				\$	
ESTIMATED REPLACEMENT COST OF MAIN BUILDING				\$	30479
LESS DEPRECIATION:					
PHYSICAL DEPRECIATION	70%				
FUNCTIONAL OBSOLESCENCE	1%				
ECONOMIC OBSOLESCENCE	5%				
TOTAL DEPRECIATION	76%				
DEPRECIATED VALUE - MAIN BUILDING				\$	23164
DEPRECIATED VALUE - GARAGE				\$	7315
DEPRECIATED VALUE - SITE IMPROVEMENTS & extras				\$	nons
TOTAL DEPRECIATED VALUE - ALL IMPROVEMENTS				\$	980
LAND VALUE				\$	8295
VALUE BY COST APPROACH				\$	720
ROUND OFF TO	\$ 9000			\$	9015

MARKET APPROACH TO VALUE

ADDRESS	3302 Oliver	+	-	4333 Holton	+	-	448 Colerick	+	-
DATE SOLD	3/79	50		4/79	75		11/77	75	
LOT SIZE	36x138		200	40x132		700	30x98.6		
STYLE	2st			2st			2st		
CONDITION	GD		3800	GD		700	FAIR		1700
BEDROOMS	3			3			3		
BATHS	1			1			1		
SF/LA	1288	550		1138	1000		1200	810	
GARAGE	1CAR		600	1CAR		600	1CAR		600
Carpet			200			500			
Porch						400			
Location						600			
TOTAL + or -	\$ -4200			\$ -2475			\$ -1415		
SALE PRICES OF COMPARABLES	\$ 13200			\$ 10500			\$ 10350		
INDICATED VALUE(S)									
BY MARKET APPROACH	\$ 9000			\$ 8025			\$ 8935		

CORRELATION OF VALUES INDICATED BY COST AND MARKET APPROACH:

The cost approach indicates a value of \$9000. The market approach indicates a value of \$8500. The income approach was not used. It is determined that the market approach is most appropriate in this appraisal problem. Present value is determined to be \$ 8500.

VALUE CONCLUSION: LAND \$ 720 IMPROVEMENTS \$ 7780 TOTAL \$ 8500

THOMAS L. BILL
REAL ESTATE, APPRAISER
P. O. Box 5375
Fort Wayne, Indiana 46805
(219) 483-2330

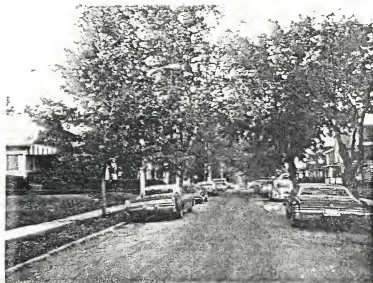
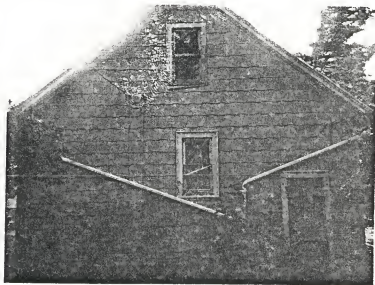
July 7, 1978

PHOTOGRAPHIC VIEWS
3101 Cliver, Ft Wayne, Indiana

FRONT VIEW
West to East

REAR VIEW
East to West

STREET VIEW
North to South



If you want this receipt for the article, leaving the receipt with the article carrier. If you do not want this receipt, please return the receipt to the carrier, or if you want a return receipt, please return the receipt to the carrier, or if you want delivery restricted, please return the receipt to the carrier, or if you want delivery restricted, please return the receipt to the carrier, or if you want delivery restricted, please return the receipt to the carrier.



THE CITY OF FORT WAYNE
COMMUNITY DEVELOPMENT & PLANNING
division of neighborhood care

July 12, 1978

RE: 3101 Oliver

Dear Mr. Hartman,

In accordance with statutory requirements, please be advised that Neighborhood Care, Inc. has engaged real estate appraisers to determine fair market value on your property located at 3101 Oliver.

Within the next few weeks, two appraisers will be contacting you in order to arrange an inspection of your property for preparation of their appraisal reports. This action does not constitute an intent to acquire this property.

Please be advised of your rights, either personally or through your designated representative, to accompany these individuals in preparing a fair appraisal.

We would appreciate it if you would extend your fullest cooperation to these individuals and on behalf of Neighborhood Care, Inc., I would like to thank you for your cooperation in this appraisal process.

Sincerely,

Harold Lewis

Harold Lewis
Real Estate Specialist

HL/ja



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

community development & planning

August 1, 1978

Mr. David Hartman
R #2
South Whitley, Ind. 46787

Dear Mr. Hartman,

This is in regards to your property located at 3101 Oliver. Two appraisals were made, one for \$8500 from Mr. Thomas Bill, the other for \$5900 from Mr. George Adams. The average of these two appraisals comes out to be \$7200.

Due to the high appraisals Neighborhood Care, Inc. is no longer interested in your property. If you have any questions or wish to discuss this matter further please feel free to call me at 423-7431. Thank you for getting in touch with us on your property. Sorry we could not work something out.

Sincerely,

Sherry Palmer
Assistant Real Estate Specialist

August 21, 1978

Harold Lewis
Nieghborhood Care, Inc.
One Main St. 8th Floor
Fort Wayne, Ind. 46802

Dear Mr. Lewis,

I would like to offer to the City of Fort Wayne, my property at 3101 Oliver for the sum of \$5,000. It has been appraised by two independent appraisers at \$8,500 and \$5,900. I feel that this would be a fair price for everyone concerned.

David J. Hart

3101 Oliver
Win Weaver David Hartman:

Living room-- Heat ducts need covered, area on ceiling approximately 1' x 1½' needs replastered and painted, One wall in living room is panelled.

Dining room-- Hairline cracks on walls. Hole in ceiling approximately 1' x 1½' needs repaired, Hardwood floors in here and L. R.

Kitchen--Hairline cracks, Sink, stove and cubboards appear in good condition. Tile flooring

Bedroom #1 (down)--Hairline cracks, flooring o.k.

Bedroom # 2 (down)--Hairline cracks, hole in wall (small) needs repaired, Hole in flooring (small) also needs repaired.

Bathroom (down)-- flooring is bad, will need replaced, fixtures are old but condition is fair.

Bedroom # 3 (up)-- Has hole in ceiling, heat duct need to be covered,

Bedroom # 4 (up)--redecorate

Upstairs-- hallway and both bedrooms have stucco paint on them-nice

Attic-- storage in both sides of hallway--no insulation

Basement--½--foundation fair--places need replastered, gas forced air furnace, gas water heater, sump pump, 100 amps, mostly galvanized plumbing,

Exterior-- 2 window sills are rotted, needs screens, roof will need repaired in approximately 1 year, gutters and downspouts, and trim need painted

Holes in L.R., D.R., and bedrooms are from putting in new furnace, and not finishing the job correctly

Lot-- large with many trees.
36 x 128

AGREEMENT TO PURCHASE REAL ESTATE

DATE: August 21, 1978

TO: David Hartman OWNERS

I hereby agree to purchase from you for the sum of \$ 7200.00, the real estate in Allen County,

Indiana, commonly known as 3101 Oliver St., the legal description of which is:

Lot 120 except NW corner, Drexel Addition

I WILL PAY SAID SUM OF \$ 7200.00, FOR SAID PROPERTY UPON THE FOLLOWING TERMS: \$ 7200.00

Cash or Cash Sale With New Mortgage
cash upon delivery to me of a properly executed Warranty Deed for said property. Subject, however, to my ability to obtain within _____ days from the date hereof a _____ mortgage loan upon said property in an amount of not less than \$ _____. Failure to obtain such financing within said period of time shall render this Agreement null, void and of no force and effect, and any earnest money deposited hereunder shall be refunded to me without delay. I agree to make immediate application for such financing.

Sale to Existing Mortgage
I shall assume and agree to pay the unpaid balance of an existing mortgage upon said property, which mortgage is held by _____, as Mortgagee, the approximate balance of which is \$ _____. At the final closing of this transaction I shall pay to you the balance of the purchase price in cash and will, in addition thereto, reimburse you in cash, for any accumulated escrow funds, upon the proper assignment of same by you to me. At the time of final closing, you shall deliver to me a properly executed Warranty Deed for said property, which shall be subject to the unpaid balance of said mortgage indebtedness.

Sale on Land Contract
Payment of the sum of \$ _____, in cash, upon the execution of a land contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money in monthly payments of not less than \$ _____ dollars per month including _____ % interest, computed _____ plus taxes and insurance. Land Contract to be written upon the Allen County Bar Association form unaltered.

THIS AGREEMENT TO PURCHASE IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Tax Agreement
1. I shall assume and pay the taxes upon said real estate due and payable the first Monday in Nov (November), 1979, and all subsequent taxes, and I shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase.

Survey
2. You will furnish a proper, up to date, Certificate of Survey of said real estate showing the dimensions thereof and the location of all improvements located thereon, as of the date hereof.

Title Exam.
3. Prior to the execution of the (Warranty Deed) Warranty Deed you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. I will have said abstract examined by my attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.

Closing
4. This transaction shall be closed as soon as your title to said real estate meets the necessary legal requirements and I obtain the necessary financing. If any, as hereinabove provided, At said closing you shall deliver to me a properly executed (Warranty Deed) Warranty Deed as hereinabove provided, (conveying) (conveying title to me) to me said real estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. In this respect you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to me of said (Warranty Deed) Warranty Deed. In the event said real estate and all improvements thereon cannot be (conveyed) (conveyed to me) to me in substantially their present condition, usual wear and tear excepted, this agreement, at my election, shall not be binding upon me, and my earnest money deposited hereunder shall be returned to me without delay.

Possession
5. Possession of said real estate shall be delivered to me on or before N/C. Rents, if any, shall be pro-rated, and insurance shall be (prorated) (cancelled), as of the date of closing. You will pay all charges for utility services furnished said premises until the possession is surrendered to me.

Improvements & Fixtures
6. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and _____, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances, at the time I accept title to said real estate, unless otherwise specified and agreed to by me.

Zoning
7. I hereby represent that my intended use of the said real estate requires a zoning classification of R 1 and this Agreement to Purchase is contingent on the said real estate being in such use district.

Inspection of Property
8. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions as stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and me, our heirs and personal representatives.

Earnest Money
9. I hereby deposit with your Agent, 0, the sum of \$ 0, to be used as earnest money in this transaction, and upon your written acceptance of this Agreement to Purchase, I will deposit with your said agent additional earnest money in the sum of \$ 0, all of which earnest money is to apply to the cash payment provided for at the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing by you on or before the 28 day of August, 1978, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to me without delay. If this Agreement to Purchase is accepted by you and I fail to complete this purchase, my earnest money shall be forfeited to you as liquidated damages which shall be your sole remedy at law or in equity.

Contingent upon approval of the Governing Body of the City of Fort Wayne,

Buyer
Buyer: Carol E. Station Buyer: D.B.A. Neighborhood Care, Inc.
Address: _____ Address: _____
Phone: _____ Phone: _____

Receipt of Earnest Money
I, _____, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$ _____, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this _____ day of _____, 19____.

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof I was offered \$7200 by the City of Ft Wayne
but would like to sell the prop. at 3101 Oliver \$5000.

_____ and also agree to pay our said agent a commission of _____, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transaction.

Dated this _____ day of _____, 19____.

Seller
Seller: David Hartman Seller: _____
Address: _____ Address: _____
Phone: _____ Phone: _____

Receipt of Earnest Money
I, _____, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$ _____, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this _____ day of _____, 19____.

SUMMARY STATEMENT OF THE BASIS
FOR JUST COMPENSATION

3101 Oliver

The parcel to be acquired consists of the following described property with the buildings thereon:

Lot 120 except NW corner, Drexel Addition, City of Ft. Wayne

The real property for which the offer of just compensation was made and which were considered by the appraisers in establishing a fair market value for your property include:

1424 Sq. Ft.
Fair to Poor condition
Lot size 31 x 123
Asbestos shingle siding
Partial basement and partial crawl
Electrical appears partially updated
Plumbing appears mostly original, considerable age & deficiencies
GFA fairly new

The fair market value which was approved by Neighborhood Care, Inc. is being offered to you is \$ 7200.00 for the above described property improvements. This amount represents the full amount believed by Neighborhood Care, Inc. to be just compensation for the property. In accordance with state statute, Neighborhood Care, Inc. determination of just compensation is not less than the average of two independent appraisals conducted by competent professional appraisers for the fair market value of the property and is based on an inspection of the property.

In arriving at the acquisition price for any property, Neighborhood Care, Inc., nor the appraiser have reduced or increased the value of the parcel as a result of the area being designated for renewal. Increases or deductions in the value are based solely on physical deterioration.

If there are separately held interests in the property to be acquired, an apportionment of the total just compensation will be made based on Neighborhood Care, Inc. review of the appraisal. If any buildings, structures, fixtures, or other improvements comprising part of the real property are the property of a tenant, the total compensation for the property, including the property of such tenant shall be apportioned to the tenant and the owner so that the amount apportioned to the tenant's improvements and interest will be the greater of:

1. The fair market value of the tenant's leasehold estate in the property.
2. The amount the tenant's improvements contribute to the fair market value of the real property.
3. The fair market value of the tenant's improvements for removal from real property.

In light of the preceeding information, Neighborhood Care, Inc. has set the previously stated amount as the acquisition price for your

4186

Admn. Appr. _____

DIGEST SHEET

TITLE OF ORDINANCE _____ Appropriation Ordinance

S. 78-09-06

DEPARTMENT REQUESTING ORDINANCE _____ C D & P Neighborhood Care, Inc.

SYNOPSIS OF ORDINANCE _____ Allow Neighborhood Care, Inc. to purchase property
_____ at 3101 Oliver St.

_____EFFECT OF PASSAGE _____ Neighborhood Care, Inc. would purchase 3101 Oliver

_____EFFECT OF NON-PASSAGE _____ Neighborhood Care, Inc. would not purchase 3101 Oliver

_____MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____ \$5,000.00

_____ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: _____ August 23, 1978